

Form 210A (10/06)

**United States Bankruptcy Court  
Southern District of New York**

**In re: Lehman Brothers Holdings Inc., et al.,  
Case No. (Jointly Administered Under Case No. 08-13555)**

**NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or **deemed filed** under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to **Rule 3001(e)(2)**, Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee:

**Equity Trust Company Custodian  
FBO Victor Knox IRA, 50% Undivided Interest  
and Fredric Glass IRA, 50% Undivided Interest  
As assignee of Gescafondó FI/ Alberto Del Riego Orta**

Name of Transferor:

**Gescafondó FI/ Alberto Del Riego Orta**

Name and Address where notices to transferee  
should be sent:

**Equity Trust Company Custodian  
FBO Victor Knox IRA, 50% Undivided Interest  
and Fredric Glass IRA, 50% Undivided Interest  
c/o Fair Harbor Capital, LLC  
PO Box 237037  
New York, NY 10023**

Court Claim # (if known): 60641  
Amount of Claim: \$440,315.98  
Date Claim Filed:

Name and Address of Transferor:

**Gescafondó FI/ Alberto Del  
Riego Orta  
Serrano 88 5 Planta  
Madrid, Spain 28006**

Phone: 212 967 4035  
Last Four Digits of Acct #: n/a

Phone:  
Last Four Digits of Acct. #: n/a

Name and Address where transferee payments  
should be sent (if different from above):

Phone: n/a  
Last Four Digits of Acct #: n/a

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/Fredric Glass Date: October 21, 2013  
Transferee/Transferee's Agent

*Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.*

**United States Bankruptcy Court  
Southern District of New York**

**In re: Lehman Brothers Holdings Inc., et al.,  
Case No. (Jointly Administered Under Case No. 08-13555)**

**NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

**Claim No. 60641 (if known)**

was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on October 21, 2013.

Name of Transferee:

**Equity Trust Company Custodian  
FBO Victor Knox IRA, 50% Undivided Interest  
and Fredric Glass IRA, 50% Undivided Interest  
As assignee of Gescafondi FI/ Alberto Del Riego Orta**

Name of Alleged Transferor:

**Gescafondi FI/ Alberto Del Riego Orta**

**Equity Trust Company Custodian  
FBO Victor Knox IRA, 50% Undivided Interest  
and Fredric Glass IRA, 50% Undivided Interest  
c/o Fair Harbor Capital, LLC  
PO Box 237037  
New York, NY 10023**

Name and Address of Alleged  
Transferor:

**Gescafondi FI/ Alberto Del  
Riego Orta  
Serrano 88 5 Planta  
Madrid, Spain 28006**

**~DEADLINE TO OBJECT TO TRANSFER~**

The transferor of claim named above is advised the this Notice of Transfer of Claim Other than for Security has been filed in the clerk's office of this court as evidence of the transfer. Objection must be filed with the court within twenty (20) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Court

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United States Bankruptcy Court, Southern District of New York

In re: Lehman Brothers Holdings Inc.,  
Debtor.

Chapter 11

Case No. 08-13555 Amount \$440,315.98

Jointly Administrated Under Case No 08-13553

TRANSFER OF CLAIM OTHER THAN FOR SECURITY AND WAIVER OF NOTICE

Bankruptcy Rule 3000(a)

PLEASE TAKE NOTICE that the Case 2, Senior Third-Party Guarantees Claims dated of RESCAPENDO #1 ("Transferor") against the Debtors indicated in the caption above in the amount of \$440,315.98, and all claims (including without limitation the Proof of Claim, if any, identified below and Transferor's rights to receive all interest, penalties, and payments that it may be entitled to receive on account of the assumption of any necessary contract or lease related to the Claim and fees, if any, which may be paid with respect to the Claim and all other claims, causes of action against the Debtor, its affiliates, any guarantor or other third party, together with voting and other rights and benefits arising from, under or relating to any of the foregoing, and all cash, securities, instruments and other property which may be paid or issued by Debtor in satisfaction of the Claim) of Transferor have been transferred and assigned other than for security to Equity Trust Company as custodian for the Public Class TRA, 50% undivided interest and Equity Trust Company is custodian for the Public Class TRA, 50% undivided interest ("Transferee") in consideration of the sum of \$440,315.98. The signature of the Transferor on this TRANSFER OF CLAIM OTHER THAN FOR SECURITY AND WAIVER OF NOTICE is evidence of the Transfer of the claim and all rights and benefits of Transferor relating to the Claim. The Claim is based on amounts owed to Transferor by Debtor and this transfer shall be deemed an absolute and unconditional transfer of the Claim for the purpose of collection and shall not be deemed to create a security interest. Fair Harbor Capital, LLC is not obligated to file any application, motion, Proof of Claim or other document with the Bankruptcy Court with regard to your claim.

I, the undersigned Transferor of the above-described claim, hereby assign and transfer my claim and all rights thereunder to the Transferee upon terms set forth in cover letter received. I represent and warrant that the claim is not less than \$440,315.98 and has not been previously assigned, sold, or assigned. I further represent and warrant that cash distributions aggregating approximately 82.76% of the allowed Claim have been received by the Transferor and these distributions are excluded from this Transfer of Claim Other Than for Security and Waiver of Notice, and that the Transfer of Claim Other Than for Security and Waiver of Notice is only for future distributions, if any. Upon notification by Transferee, I agree to reimburse Transferee a pro-rata portion of the purchase price if the Claim is returned, objected to, or disallowed in whole or part by the Debtor, the Court, or any other party and Transferor represents and warrants that there are no effects or defenses or preferential payments that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value. If Transferor fails to negotiate the distribution check on or before ninety (90) days after issuance of such check, then Transferee shall void the distribution check, the amount of cash attributable to such check shall be deposited in Transferee's bank account, and Transferor shall be automatically deemed to have waived its Claim. A Proof of Claim has been filed in the amount of \$440,315.98 been duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above, Transferee shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Transferee is hereby deemed to sell to Transferee, and, in Transferee's option only, Transferee hereby agrees to purchase, the balance of said Claim at the same percentage of claim paid herein. Transferee shall remit such payment to Transferor upon Transferee's satisfaction that the Claim has been allowed in the highest amount and is not subject to any objection by the Debtor.

Transferor acknowledges that, except as set forth in this letter, neither Transferee nor any agent or representative of Transferee has made any representation whatsoever to Transferor regarding the status of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Debtor or the Claim. Transferor represents that it has adequate information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Transferee and based on such information or Transferee has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Transfer of Claim.

I, the undersigned Transferor hereby authorizes Transferee to file a motion to transfer pursuant to Rule 3001 (c) of the Federal Rules of Bankruptcy Procedure ("FRBP"), with respect to the Claim, while Transferee performs its due diligence on the Claim. Transferee, at its sole option, may subsequently transfer the Claim back to Transferor if due diligence is not satisfactory, in Transferor's sole and absolute discretion pursuant to Rule 3001 (e) of the FRBP. In the event Transferee transfers the Claim back to Transferor or withdraws the motion, at which time both Transferor and Transferee release each other of all and any obligation or liability regarding this Assignment of Claim. Transferor hereby states, warrants and consents to all of the terms set forth in this Transfer of Claim and hereby waives (i) its right to raise any objection hereto, and (ii) its right to receive notice pursuant to Rule 3001 (e) of the FRBP. Transferor hereby agrees and warrants that Transferee may at any time reassign the Claim, together with all right, title and interest of Transferee in and to this Transfer of Claim. All representation and warranties made herein shall survive the execution and delivery of this Transfer of Claim and any such re-assignment.

Other than stated above, Transferee assumes all risks associated with debtor's ability to distribute funds. Transferee agrees to deliver to Fair Harbor Capital, LLC any correspondence or payments received subsequent to this date Transferee signs this agreement. The clerk of the court is authorized to change the address regarding the claim of the Transferor to that of the Transferee listed below. This Transfer of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Transferor consents to and confers personal jurisdiction over Transferor by such court in equity and agrees that service of process may be upon Transferor by mailing a copy of said process to Transferee at the address set forth in this Assignment of Claim, and in any action hereunder Transferor waives the right to demand a trial by jury.

Transferor:  
RESCAPENDO #1  
ALBERTO DEL RIO (C/A. SERRANO) LANTA  
MADRID, 28002, SPAIN  
Title: SA de Serrano, C/A  
Signature: [Signature]  
Phone: [Blank]  
Fax: [Blank]  
E-mail: [Blank]

Transferee:  
Equity Trust Company as custodian for the Public Class TRA, 50% Undivided  
Interest in the Lehman Brothers Holdings Inc. Debtor's Assets,  
c/o Fair Harbor Capital, LLC  
1841 Broadway, 18th Fl., NYC, NY 10014  
Signature: [Signature]

Scott Han

Equity Trust Company

Equity Trust Company custodian  
of individual retirement account of:

By: [Signature]  
225 Burns Road • Elyria, OH 44035  
Michelle Williams